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(Original Signature of Member)

118TH CONGRESS
1ST SESSION

H. R. _____

To amend the District of Columbia Stadium Act of 1957 to provide for the transfer of administrative jurisdiction over the Robert F. Kennedy Memorial Stadium Campus to the Administrator of General Services and the leasing of the Campus to the District of Columbia for purposes which include commercial and residential development, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

Mr. COMER introduced the following bill; which was referred to the Committee
on _____

A BILL

To amend the District of Columbia Stadium Act of 1957 to provide for the transfer of administrative jurisdiction over the Robert F. Kennedy Memorial Stadium Campus to the Administrator of General Services and the leasing of the Campus to the District of Columbia for purposes which include commercial and residential development, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

1 **SECTION 1. SHORT TITLE.**

2 This Act may be cited as the “D.C. Robert F. Ken-
3 nedy Memorial Stadium Campus Revitalization Act”.

4 **SEC. 2. TRANSFER OF ADMINISTRATIVE JURISDICTION**
5 **OVER RFK MEMORIAL STADIUM CAMPUS TO**
6 **GENERAL SERVICES ADMINISTRATION.**

7 (a) TRANSFER.—The District of Columbia Stadium
8 Act of 1957 (sec. 3–321 et seq., D.C. Official Code) is
9 amended by adding at the end the following new section:

10 **“SEC. 8. TRANSFER OF PROPERTY TO GENERAL SERVICES**
11 **ADMINISTRATION FOR LEASE TO DISTRICT**
12 **OF COLUMBIA.**

13 “(a) TRANSFER.—

14 “(1) IN GENERAL.—Effective on the date of the
15 enactment of the D.C. Robert F. Kennedy Memorial
16 Stadium Campus Revitalization Act—

17 “(A) the Secretary of the Interior (here-
18 after referred to as the ‘Secretary’) shall trans-
19 fer administrative jurisdiction over the Robert
20 F. Kennedy Memorial Stadium Campus (here-
21 after referred to as the ‘Campus’), including
22 any improvements and existing facilities there-
23 on, to the Administrator of General Services
24 (hereafter referred to as the ‘Administrator’);
25 and

1 “(B) the Administrator shall assume the
2 responsibilities of the Director of the National
3 Park Service under the lease described in para-
4 graph (3).

5 “(2) SURVEY.—

6 “(A) REQUIRING SURVEY.—After the
7 transfer of administrative jurisdiction under
8 paragraph (1), the Administrator, in consulta-
9 tion with the Secretary, shall conduct a survey
10 of the Campus, which shall determine the exact
11 acreage and legal description of the Campus by
12 a boundary survey prepared by a qualified
13 Federally- or State-licensed surveyor who is ap-
14 proved by the Administrator.

15 “(B) SUBMISSION TO CONGRESS.—Upon
16 completion, the survey conducted under sub-
17 paragraph (A) shall be submitted to the Com-
18 mittee on Oversight and Accountability and the
19 Committee on Natural Resources of the House
20 of Representatives and the Committee on
21 Homeland Security and Governmental Affairs
22 and the Committee on Energy and Natural Re-
23 sources of the Senate.

24 “(C) AVAILABILITY FOR PUBLIC INSPEC-
25 TION.—A copy of the survey conducted under

1 subparagraph (A), together with a map of the
2 Campus, shall be kept on file and available for
3 public inspection in the appropriate offices of
4 the National Park Service, the Department of
5 the Interior, and the General Services Adminis-
6 tration.

7 “(3) LEASE DESCRIBED.—The lease described
8 in this paragraph is the lease dated January 14,
9 1988, between the United States and the District of
10 Columbia for the use of the Campus, as authorized
11 by section 7(b)(1)(B) (sec. 3–326(b)(1)(B), D.C. Of-
12 ficial Code)

13 “(b) NEW LEASE TO DISTRICT OF COLUMBIA.—

14 “(1) REQUIRING LEASE; TERMS AND CONDI-
15 TIONS.—Not later than 180 days after the transfer
16 of administrative jurisdiction under subsection (a) is
17 completed, the Administrator shall enter into a lease
18 without consideration with the District of Columbia
19 under which the District may use the Campus for
20 any of the following purposes, subject to such terms
21 and conditions as may be agreed upon by the Ad-
22 ministrator and the District, and subject to the ap-
23 proval of the National Capital Planning Commission
24 and the Commission of Fine Arts:

25 “(A) Stadium purposes.

1 “(B) Commercial and residential develop-
2 ment.

3 “(C) Providing recreational facilities, open
4 space, or public outdoor recreation opportuni-
5 ties.

6 “(D) Such other public purposes for which
7 the Campus was used prior to June 1, 1985.

8 “(E) Such other public purposes for which
9 the Campus was approved for use by the Sec-
10 retary with the concurrence of the National
11 Capital Planning Commission prior to June 1,
12 1985.

13 “(2) SPECIFIC REQUIREMENTS RELATING TO
14 USE OF CAMPUS FOR COMMERCIAL AND RESIDEN-
15 TIAL DEVELOPMENT.—The lease entered into under
16 this subsection shall include provisions to require the
17 District of Columbia to meet the following require-
18 ments as a condition of using the Campus for com-
19 mercial and residential development:

20 “(A) The District shall ensure that the de-
21 velopment does not materially degrade or ad-
22 versely impact any lands under the jurisdiction
23 of the National Park Service, including the res-
24 toration of the wetlands south of Kingman Is-
25 land.

1 “(B) The District shall designate at least
2 30 percent of the Campus as parks and open
3 space.

4 “(C) The District shall ensure that the de-
5 velopment provides for improved public access
6 to the Anacostia River and shall not interrupt
7 the Anacostia River Trail.

8 “(D) The District shall, to the extent nec-
9 essary, ensure that parking facilities are pro-
10 vided to accommodate residential and commer-
11 cial development.

12 “(E) The District shall provide for ade-
13 quate public safety and security measures and
14 resources in the planning and ongoing manage-
15 ment of the development.

16 “(F) The District shall carry out measures
17 that, to the greatest extent practicable, will re-
18 duce the impact of noise and traffic on sur-
19 rounding residential areas in the District.

20 “(3) INCLUSION OF SURVEY.—The Adminis-
21 trator shall incorporate in the lease entered into
22 under this subsection the survey conducted under
23 subsection (a)(2).

24 “(4) LENGTH OF LEASE PERIOD.—The lease
25 entered into under this subsection shall be for a pe-

1 riod of up to 99 years, and may be renewed for sub-
2 sequent periods, as determined by the Adminis-
3 trator.

4 “(5) TERMINATION OF PRIOR LEASE.—Effec-
5 tive upon the entering into of the lease under this
6 subsection, the lease described in subsection (a)(3)
7 shall terminate.

8 “(c) TERMINATION OF NEW LEASE.—

9 “(1) GROUNDS FOR TERMINATION.—The lease
10 entered into under subsection (b) shall provide for
11 the termination of the lease prior to its expiration if
12 each of the following occurs:

13 “(A) The terms and conditions of the lease
14 have not been complied with, as determined by
15 the Administrator.

16 “(B) Such noncompliance has not been
17 corrected within 90 days after written notice of
18 such noncompliance has been received by the
19 Mayor of the District of Columbia. Such non-
20 compliance shall be treated as corrected if the
21 District of Columbia and the Administrator
22 enter into an agreement, with the concurrence
23 of the National Capital Planning Commission,
24 which the Administrator considers adequate to
25 ensure that the property will be used in a man-

1 ner consistent with the purposes referred to in
2 subsection (b).

3 “(2) TIMING.—No person may bring an action
4 respecting a violation of any term or condition of the
5 lease entered into under subsection (b) before the
6 expiration of 90 days after the date on which such
7 person has notified the Mayor of the District of Co-
8 lumbia of the alleged violation. The notice shall in-
9 clude notice of such person’s intention to bring an
10 action to terminate the lease under paragraph (1).

11 “(3) COST OF REHABILITATING PROPERTY.—
12 The lease entered into under subsection (b) shall
13 provide that the District of Columbia shall bear the
14 cost of removing structures or rehabilitating the
15 property which is the subject of the lease if the lease
16 is terminated under this subsection.

17 “(4) USE OF PROPERTY AFTER TERMINATION
18 OF LEASE.—Any property which is the subject of the
19 lease entered into subsection (b) shall, if the lease is
20 terminated under this subsection, be administered as
21 Federal property which may be considered for sale,
22 lease, or exchange under section 412 of title IV of
23 Division H of the Consolidated Appropriations Act,
24 2005 (Public Law 108–447; 118 Stat. 3259).

1 “(d) PROHIBITING INTERESTED PARTIES FROM
2 BENEFITTING FROM DEVELOPMENT.—No Member of
3 Congress, Delegate or Resident Commissioner to the Con-
4 gress, or any other official of the Government of the
5 United States or the Government of the District of Colum-
6 bia, shall be admitted to any share or part of the lease
7 entered into under subsection (b) or to any benefit that
8 may arise therefrom, including any contract or agreement
9 made, entered into, or accepted by or on behalf of the
10 United States or the District of Columbia as a result of
11 such lease. Nothing in the previous sentence may be con-
12 strued to apply to a person who is a shareholder or other
13 beneficial owner of any publicly held corporation or other
14 entity, if the lease is for the general benefit of such cor-
15 poration or other entity.

16 “(e) RULES OF CONSTRUCTION.—Nothing in this
17 section may be construed—

18 “(1) to affect any obligations of the Secretary
19 with respect to the Campus under the National En-
20 vironmental Policy Act of 1969 (42 U.S.C. 4321 et
21 seq.) or the Comprehensive Environmental Re-
22 sponse, Compensation, and Liability Act of 1980 (42
23 U.S.C. 9601 et seq.); or

24 “(2) to require the Secretary or Administrator
25 to pay any costs and expenses which are incurred by

1 the District of Columbia or any other party (other
2 than the United States) at any time, including in
3 connection with carrying out this section.

4 “(f) DEFINITION.—In this section, the term ‘Robert
5 F. Kennedy Memorial Stadium Campus’ means the ap-
6 proximately 142 acres of Federal land as generally de-
7 picted on the map entitled ‘Anacostia Park, Robert F.
8 Kennedy Memorial Stadium Proposed Land Conveyance’,
9 numbered 831/151,473, and dated July 2019.”.

10 (b) CONFORMING AMENDMENT.—Effective upon the
11 date of the transfer of administrative jurisdiction over the
12 Robert F. Kennedy Memorial Stadium Campus under sec-
13 tion 8(a) of the District of Columbia Stadium Act of 1957,
14 as added by subsection (a), section 7 of such Act (sec.
15 3–326, D.C. Official Code) is repealed.